

1 BILL NO. S-90-05-18

2 SPECIAL ORDINANCE NO. S-108-90

3 AN ORDINANCE approving CONTRACT FOR RES.  
4 #6151-90, 2457 BROADWAY CURBFACE  
5 SIDEWALK RESTORATION between WEIKEL LINE  
6 COMPANY and the City of Fort Wayne,  
7 Indiana, in connection with the Board of  
8 Public Works and Safety.

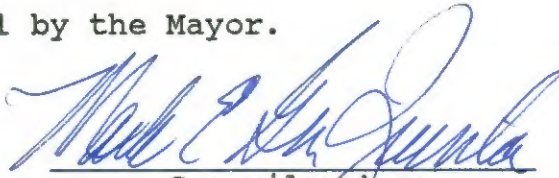
9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the CONTRACT FOR RES. #6151-90, 2457  
12 BROADWAY CURBFACE SIDEWALK RESTORATION by and between WEIKEL  
13 LINE COMPANY and the City of Fort Wayne, Indiana, in  
14 connection with the Board of Public Works and Safety, for:


15 improvement at 2457 Broadway Curbface  
16 Sidewalk Restoration -  
17 Base Bid - For improvement of curbface  
18 walk for Stitch N Knits.  
19 Alternate 1 - For improvement of  
20 curbface walk for A & B Natural Foods;

21 the Contract price is Twelve Thousand Seventy-Eight and  
22 no/100 Dollars (\$12,078.00), all as more particularly set  
23 forth in said Contract, which is on file in the Office of  
24 the Board of Public Works and Safety and, is by reference  
25 incorporated herein, made a part hereof, and is hereby in  
26 all things ratified, confirmed and approved. Two (2) copies  
27 of said Contract are on file with the Office of the City  
28 Clerk and made available for public inspection, according to  
29 law.

30 SECTION 2. That this Ordinance shall be in full force  
31 and effect from and after its passage and any and all  
32 necessary approval by the Mayor.

33   
Councilmember

34 APPROVED AS TO FORM  
35 AND LEGALITY

36   
J. Timothy McCaulay, City Attorney



BID TAB

DATE:

4-4-90

BIDDER:

BIDDER:

BIDDER:

PROJECT: 2457 BROADWAY (CASE/STICH-N-KHITS) RES. NO: 6151-90 MEVEL LINE CO. INC. HERRY CONSTRUCTION INC. BARNES CONST. CO. INC. JOEHER CONSTRUCTION INC.

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
				(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
1.	Curb Removal	140	LF	3.50	490.00	2.00	280.00	3.00	420.00	6.00	840.00
2.	Concrete Removal	160	SY	6.00	960.00	5.00	800.00	4.00	720.00	2.00	320.00
3.	Concrete Curb Type III	15	LF	18.00	270.00	13.00	195.00	16.00	240.00	20.00	300.00
4.	Special Curbside Sidewalk 6"	170	SY	26.50	4505.00	23.20	3944.00	22.00	3740.00	35.00	5950.00
5.	Conc. Pavement for Corner Drive Approaches	50	SY	30.00	1500.00	22.00	1100.00	28.00	1400.00	25.00	1250.00
6.	Plain Concrete Pavement 9"	3	SY	36.00	108.00	20.00	60.00	24.00	72.00	35.00	105.00
7.	Structure Removal	3	EA	100.00	300.00	410.00	1230.00	300.00	900.00	600.00	1800.00
8.	Special Closing of Window & Stairwell Opening(s)	60	SF	25.00	1500.00	25.00	1500.00	39.00	2340.00	25.00	1500.00
9.	Abandon Structure	1	EA	150.00	150.00	150.00	150.00	500.00	500.00	500.00	500.00
10.	Inlet Type 1-C	1	EA	750.00	750.00	515.00	515.00	675.00	675.00	800.00	800.00
11.	IP-Borrow (Fill for Window & Stairwell Voids)	60	ITON	6.00	360.00	8.00	480.00	6.00	360.00	10.00	600.00
12.	Adjust Curb-Stop Box (Incl. Fence Adapter)	2	EA	25.00	50.00	35.00	70.00	50.00	100.00	50.00	100.00

TOTAL:	\$11,063.00	TOTAL:	\$10,256.00	TOTAL:	\$10,937.00	TOTAL:	\$12,540.00	TOTAL:	\$13,855.00
% over	0.00%	% over	0.00%	% over	0.00%	% over	13.35%	% over	25.24%
% under	0.00%	% under	7.29%	% under	1.14%	% under	0.00%	% under	0.00%



BID TAB

DATE:

4-4-70

BIDDER:

BIDDER:

BIDDER:

BIDDER:

PROJECT: 2457 BROADWAY (ALFBI-BVS FOODS)

RES. NO:

6151-70

HEINEL LINE CO. INC. ENERGY CONSTRUCTION, INGHINES CONST. CO. INC. DEHNER CONSTRUCTION, I

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
1.	Curb Removal	20	LF	3.50	70.00	2.30	46.00	2.00	40.00	5.00	100.00	2.00	40.00
2.	Concrete Removal	30	SY	6.00	180.00	4.00	120.00	5.00	150.00	8.00	180.00	6.00	180.00
3.	Special Curbside Sidewalk 6"	30	SY	28.50	795.00	23.20	696.00	22.00	660.00	28.00	840.00	35.00	1050.00
4.	Structure Removal	1	EA	100.00	100.00	410.00	410.00	175.00	175.00	300.00	300.00	500.00	500.00
5.	Inlet Type I-C	1	EA	750.00	750.00	515.00	515.00	675.00	675.00	800.00	800.00	550.00	550.00
6.	Adjust Water Curb Stop Box (Incl. Farnco Adapter)	1	EA	25.00	25.00	35.00	35.00	50.00	50.00	50.00	50.00	50.00	50.00
					0.00		0.00		0.00		0.00		0.00
TOTAL:					\$1,920.00	TOTAL:	\$1,822.00	TOTAL:	\$1,700.00	TOTAL:	\$2,270.00	TOTAL:	\$2,370.00
					% over						% over		
					1% over						0.00% over		
					1% under						11.46% under		
											18.23% over		
											0.00% under		
											23.44%		
											0.00%		



CONTRACT NO. 6151-90

2457 BROADWAY CURBFACE SIDEWALK RESTORATION

BOARD ORDER NO. 121-89

WORK ORDER NO. 10,801

THIS CONTRACT made and entered into in triplicate this 2nd day of May, 1990, by and between WEIKEL LINE CO., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

#### ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

RES. NO. 6151-90 2457 BROADWAY CURBFACE SIDEWALK RESTORATION

all according to RES. NO. 6151-90, Drawing No. \_\_\_\_\_, Sheets \_\_\_\_\_, and do everything required by this contract and the other documents constituting a part hereof.

#### ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$ 12,078.00. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

#### ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department



of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

#### ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

#### ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

#### ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-







ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within 5/31/90 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

BY: Weikel Line Co. Inc.  
Don Will, President

BY: Weikel Line Co. Inc.  
Carol Glassley, Secretary





# UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, FEDERAL WAY, WASHINGTON

## LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT



KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

THE WEIKEL LINE CO., INC.  
Box 278  
Woodburn, IN 46797

as Principal, hereinafter called Principal, and, UNITED PACIFIC INSURANCE COMPANY, a corporation of the State of Washington, with its Home Office at Tacoma, Washington, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

THE CITY OF FORT WAYNE, INDIANA

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

Twelve Thousand, Seventy Eight and no/100 - - - - - Dollars (\$ 12,078.00 ).  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated May 2 19 90, entered into a contract with Owner for

Resolution #6151-90 - Refurbishing Sidewalks and Curbs,  
2457 Broadway, Fort Wayne, IN

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.



# UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, FEDERAL WAY, WASHINGTON

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship, \_\_\_\_\_

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

### ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 19 83

UNITED PACIFIC INSURANCE COMPANY

Vice President



STATE OF Pennsylvania }  
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 1st day of May 19 90



Assistant Secretary



## PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we THE WEIKEL LINE COMPANY, INC.  
as Principal, and the UNITED PACIFIC INSURANCE COMPANY

\_\_\_\_\_, a corporation organized under the laws of the  
State of Washington, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of Twelve Thousand, Seventy  
Eight and no/100 - - - - -

(\$ 12,078.00 - - - - -), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
enter into a contract with the City of Fort Wayne to construct

Resolution #6151-90 - Refurbishing Sidewalks and  
Curbs, 2457 Broadway, Fort Wayne, IN

at a cost of \$ 12,078.00 - - - - -, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.



WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect

THE WEIKEL LINE COMPANY, INC.  
(Contractor)

BY: [Signature]  
ITS: [Signature]

ATTEST: [Signature]  
[Signature]

(Title)

UNITED PACIFIC INSURANCE COMPANY  
Surety  
BY: [Signature]  
Authorized Agent  
(Attorney-in-Fact) Donald R. Rush

\*If signed by an agent, power of attorney must be attached



# UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, FEDERAL WAY, WASHINGTON

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmey, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

### ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 19 83

UNITED PACIFIC INSURANCE COMPANY

Vice President

STATE OF Pennsylvania }  
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 10th day of April 19 90

Assistant Secretary



Read the first time in full and on motion by G. Edwards, seconded by G. Edwards, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 5-22-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by G. Edwards, seconded by G. Edwards, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			<u>2</u>
BRADBURY				<u>1</u>
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA				<u>1</u>
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 6-12-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-108-90 on the 12th day of June, 1990,

ATTEST  
Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Charles S. Reed  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of June, 1990, at the hour of 11:45 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 22nd day of June, 1990, at the hour of 3:00 o'clock P. M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



A  
TITLE OF ORDINANCE: Contract for Res. #6151-90, 2457 Broadway Curbface  
Sidewalk Restoration

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Contract for Res. #6151-90 is for improvement  
at 2457 Broadway Curbface Sidewalk Restoration

Base Bid - For improvement of curbface walk for Stitch N Knits.

Alternate 1 - For improvement of curbface walk for A& B Natural Foods.

Weikel Line Co. is the contractor.

*J-90 05-18*



EFFECT OF PASSAGE: Improvement of Curbface Sidewalk Restoration at  
above location

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$12,078.00

ASSIGNED TO COMMITTEE:



BILL NO. S-90-05-18

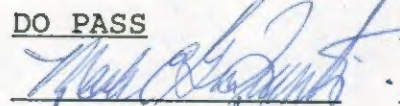
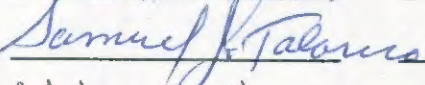
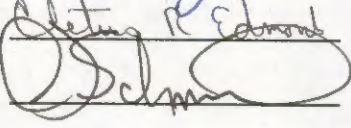

REPORT OF THE COMMITTEE ON PUBLIC WORKS

MARK E. GIAQUINTA, CHAIRMAN  
CLETUS R. EDMONDS, VICE CHAIRMAN  
HENRY, SCHMIDT, TALARICO

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT FOR  
RES. #6151-90, 2457 BROADWAY CURBFACE SIDEWALKS RESTORATION  
between WEKEL LINE COMPANY and the City of Fort Wayne, Indiana,  
in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
			
			
			
			

DATED: 6-12-90.

Sandra E. Kennedy  
City Clerk